

FIRST JUDICIAL DISTRICT COURT
COUNTY OF SANTA FE
STATE OF NEW MEXICO

DRAFT AS OF MARCH 9, 2010

STATE OF NEW MEXICO,

Plaintiff,
vs.

No. _____
AG#: 757-107 PC

JON HENDRY
DOB:
SSN:
ADDRESS:

Defendant.

CRIMES CHARGED

GRAND JURY INDICTMENT

THE GRAND JURY CHARGES:

COUNT 1: FRAUD

That on or about June 29, 2007 in Santa Fe County, New Mexico, the above-named defendant did intentionally misappropriate or take monies which had a market value of over \$500.00 but less than \$2,500.00, i.e., \$1,200.00, belonging to the State of New Mexico or another, by means of fraudulent conduct, practices or representations, to wit:

Elizabeth Gabel, a mentor in the FFTP program did not expect to receive the \$1,200.00 referenced herein;

The State of New Mexico was pre-billed on June 29, 2007 for the work submitted by Elizabeth Gabel approximately FIVE (5) months before Elizabeth Gabel submitted her invoice for payment to This Machine Productions, LLC (hereinafter "TMP")

GRAND JURY INDICTMENT

(Elizabeth "Lisa" Van Allen, Organizer/Owner) on December 8, 2007;

On September 11, 2007, the State of New Mexico paid International Alliance of Theatrical and Stage Employees (hereinafter, "IATSE/Local 480/Hendry") (Jon Hendry, Business Agent) \$41,041.94. On September 21, 2007, IATSE/Local 480/Hendry paid TMP/Van Allen \$41,041.94. From this amount, TMP/Van Allen pays Elizabeth Gabel \$1,200.00 by check dated December 1, 2007. Furthermore, at the request of Van Allen, Gabel submitted her invoice for the \$1,200.00 dated December 8, 2007. Invoice from Gabel dated December 8, 2007 reflected "Reshoot - \$600.00" and "Insurance - \$600.00." Payment for these items is in violation of the express provisions of the contract entered into in May 2006 between The State of New Mexico, Economic Development Department and IATSE/Local 480/Hendry. IATSE/Local 480/Hendry had previously entered into a memorandum of understanding with TMP/Van Allen in April, 2006.

The \$1,200.00 paid to Elizabeth Gabel was done only after the investigation in this cause was started by the Attorney General's Office (hereinafter, "AGO") and after the AGO advised the New Mexico Film Office (hereinafter, "NMFO") of its investigation and made a document request upon them, which would then have contacted TMP/Van Allen and informed Van Allen of the AGO document request, contrary to §30-16-6 and 30-1-13, NMSA 1978,

Or, in the alternative to Count 1,

EMBEZZLEMENT

GRAND JURY INDICTMENT

That on or between September 21, 2007 and December 1, 2007 in Santa Fe County, New Mexico, the above-named defendant did embezzle or convert to defendant's own purpose, monies which belonged to the State of New Mexico or another, and with which defendant had been entrusted, with fraudulent intent at the time of the conversion to deprive the owner of the property, to wit:

Elizabeth Gabel, a mentor in the FTTP program did not expect to receive the \$1,200.00 referenced herein;

The State of New Mexico was pre-billed on June 29, 2007 for the work submitted by Elizabeth Gabel approximately FIVE (5) months before Elizabeth Gabel submitted an invoice for payment to This Machine Productions, LLC (hereinafter "TMP") (Elizabeth "Lisa" Van Allen, Organizer/Owner) on December 8, 2007;

On September 11, 2007, the State of New Mexico paid International Alliance of Theatrical and Stage Employees (Hereinafter, "IATSE/Local 480") (Jon Hendry, Business Agent) \$41,041.94. On September 21, 2007, IATSE/Local 480/Hendry paid TMP/Van Allen \$41,041.94. From this amount, TMP/Van Allen pays Elizabeth Gabel \$1,200.00 by check dated December 1, 2007. Furthermore, at the request of Van Allen, Gabel submitted her invoice for the \$1,200.00 dated December 8, 2007. Invoice from Gabel dated December 8, 2007 reflected "Reshoot - \$600.00" and "Insurance - \$600.00." Payment for these items is in violation of the express provisions of the contract entered into in May 2006 between The State of New Mexico, Economic

GRAND JURY INDICTMENT

Development Department and IATSE/Local 480/Hendry. IATSE/Local 480/Hendry had previously entered into a memorandum of understanding with TMP/Van Allen in April, 2006.

The \$1,200.00 paid to Elizabeth Gabel was done only after the investigation in this cause was started by the Attorney General's Office (hereinafter, "AGO") and after the AGO advised the New Mexico Film Office (hereinafter, "NMFO") of its investigation and made a document request upon them, which would then have contacted TMP/Van Allen and informed Van Allen of the AGO document request, contrary to §30-16-6 and 30-1-13, NMSA 1978.

COUNT 2: FRAUD

That on or about June 29, 2007 in Santa Fe County, New Mexico, the above-named defendant did intentionally misappropriate or take monies which had a market value over \$500.00 but less than \$2,500.00, i.e., \$2,000.00 belonging to the State of New Mexico or another, by means of fraudulent conduct, practices or representations, to wit:

Invoice #87, billed to the State of New Mexico on June 29, 2007, reflects a line item billing for "Microsoft Project w/El Rito - Students Armando Kirwin and Dan Smith."

The State of New Mexico was pre-billed on June 29, 2007 for the work submitted

by Armando Kirwin/Galloquema Films, LLC, (Hereinafter "Kirwin/Galloquema") approximately three and one-half (3 1/2) months before Armando Kirwin submitted his invoice for payment to TMP/Van Allen dated October 10, 2007;

On September 11, 2007, the State of New Mexico paid IATSE/Local 480/Hendry \$41,041.94. On September 21, 2007, IATSE/Local 480/Hendry paid TMP/Van Allen \$41,041.94. From this amount, TMP (Anne Chastain on behalf of Van Allen) pays Kirwin/Galloquema \$2,000.00 by check dated December 1, 2007. Furthermore, at the request of Annie Chastain, acting under the direction of Van Allen/TMP, Kirwin submitted his invoice for the \$2,000.00 dated October 9, 2007.

The \$2,000.00 paid to Kirwin/Galloquema was done only after the investigation in this cause was started by the AGO and after the AGO advised "NMFO" of its investigation and made a document request upon them, which would then have contacted TMP/Van Allen and informed Van Allen of the AGO document request, contrary to §30-16-6 and 30-1-13, NMSA 1978,

The evidence reflects that Armando Kirwin and his company Galloquema Films had no knowledge that money for this project would be received until October 8, 2007, as noted in an email to A. Chastain and L. Van Allen in which he says that Jon (Hendry) told him there was a possibility but no indication this would happen.

Kirwin was unable to give an exact accounting of the time he spent mentoring Lauren Brazil, a student of the Film Technicians Training Program, (hereinafter,

"FTTP") on the Microsoft Project.

L. Brazil did not think of the Microsoft Project as a mentorship, but was in fact an employee of Kirwin/Galloquema and did receive wages for her work.

All work done by Kirwin/Galloquema occurred, to the best of Kirwin's recollection, approximately three and one-half (3 1/2) months after the IATSE/Local 480/Hendry invoice of June 29, 2007, and, after the contract between the State of New Mexico Film Office and IATSE/Local 480/Hendry had expired on August 31, 2007, contrary to §30-16-6 and 30-1-13, NMSA 1978.

Or, in the alternative to Count 2,

EMBEZZLEMENT

That on or between September 21, 2007 and December 1, 2007 in Santa Fe County, New Mexico, the above-named defendant did embezzle or convert to defendant's own purpose, monies which belonged to the State of New Mexico or another, and with which defendant had been entrusted, with fraudulent intent at the time of the conversion to deprive the owner of the property, to wit:

Invoice #87, billed to the State of New Mexico on June 29, 2007, reflects a line item billing for "Microsoft Project w/El Rito - Students Armando Kirwin and Dan Smith."

The State of New Mexico was pre-billed on June 29, 2007 for the work submitted by Armando Kirwin/Galloquema Films, LLC, (Hereinafter "Kirwin/Galloquema") approximately three and one-half (3 1/2) months before Armando Kirwin submitted his invoice for payment to TMP/Van Allen dated October 10, 2007;

On September 11, 2007, the State of New Mexico paid IATSE/Local 480/Hendry \$41,041.94. On September 21, 2007, IATSE/Local 480/Hendry paid TMP/Van Allen \$41,041.94. From this amount, TMP (Anne Chastain on behalf of Van Allen) pays Kirwin/Galloquema \$2,000.00 by check dated December 1, 2007. Furthermore, at the request of Annie Chastain, acting under the direction of Van Allen/TMP, Kirwin submitted his invoice for the \$2,000.00 dated October 9, 2007.

The \$2,000.00 paid to Kirwin/Galloquema was done only after the investigation in this cause was started by the AGO and after the AGO advised "NMFO" of its investigation and made a document request upon them, which would then have contacted TMP/Van Allen and informed Van Allen of the AGO document request, contrary to §30-16-6 and 30-1-13, NMSA 1978,

The evidence reflects that Armando Kirwin and his company Galloquema Films had no knowledge that money for this project would be received until October 8, 2007, as noted in an email to A. Chastain and L. Van Allen in which he says that Jon (Hendry) told him there was a possibility but no indication this would happen.

GRAND JURY INDICTMENT

Kirwin was unable to give an exact accounting of the time he spent mentoring Lauren Brazil, a student of the Film Technicians Training Program, (hereinafter, "FTTP") on the Microsoft Project.

L. Brazil did not think of the Microsoft Project as a mentorship, but was in fact an employee of Kirwin/Galloquema and did receive wages for her work.

All work done by Kirwin/Galloquema occurred, to the best of Kirwin's recollection, approximately three and one-half (3 1/2) months after the IATSE/Local 480/Hendry invoice of June 29, 2007, and, after the contract between the State of New Mexico Film Office and IATSE/Local 480/Hendry had expired on August 31, 2007, contrary to §30-16-6 and 30-1-13, NMSA 1978.

COUNT 3: FRAUD

That on or about June 29, 2007, in Santa Fe County, New Mexico, the above-named defendant did intentionally misappropriate or take monies which had a market value of over \$500.00 but not more than \$10,000.00, i.e., \$6,000.00, belonging to the State of New Mexico or another, by means of fraudulent conduct, practices or representations, to wit:

Invoice #87, billed to the State of New Mexico on June 29, 2007, reflects line item billings for "Governor's Cup #3 - Dan Smith," for \$3,500.00 and \$2,500.00, respectively.

The invoice was submitted by IATSE/Local 480 on 6/29/07 and paid to the State of New Mexico (DFA) on September 11, 2007, which was then paid by IATSE/Local 480 by check to TMP on September 19, 2007, before any of the work is completed and by these billings was not performed.

TMP billed the State of New Mexico for the \$6,000.00 (\$3,500.00 and \$2,500.00) for mentoring for the Governor's Cup #3, 2007 (Slam Doc) by A. Kirwin and D. Dinning (Smith), which payments constituted a flat fee, in violation of the terms of the contract between IATSE/Local 480 and the New Mexico Film Office, dated May 23, 2006.

A. Kirwin and Galloquema Films did not invoice TMP until October 8, 2007, after first sending the invoice to TMP on October 1, 2007 to the wrong email address.

A. Kirwin and Galloquema Films did not provide documentation to support the billing for Governor's Cup #3, 2007 (Slam Doc) which was submitted by IATSE/Local 480 invoice #87 to the State of New Mexico.

The work done on the Governor's Cup #3, 2007 (Slam Doc) by A. Kirwin and Galloquema Films was performed after the contract between the New Mexico Film

Office and IATSE/Local 480 had expired on August 31, 2007, contrary to §30-16-6 and 30-1-13, NMSA 1978,

Or, in the alternative to Count 3,

EMBEZZLEMENT

That on or about June 29, 2007, in Santa Fe County, New Mexico, the above-named defendant did intentionally misappropriate or take monies which had a market value of over \$500.00 but not more than \$10,000.00, i.e., \$6,000.00, belonging to the State of New Mexico or another, by means of fraudulent conduct, practices or representations, to wit:

Invoice #87, billed to the State of New Mexico on June 29, 2007, reflects line item billings for "Governor's Cup #3 - Dan Smith," for \$3,500.00 and \$2,500.00, respectively.

The invoice was submitted by IATSE/Local 480 on 6/29/07 and paid to the State of New Mexico (DFA) on September 11, 2007, which was then paid by IATSE/Local 480 by check to TMP on September 19, 2007, before any of the work is completed and by these billings was not performed.

TMP billed the State of New Mexico for the \$6,000.00 (\$3,500.00 and \$2,500.00) for mentoring for the Governor's Cup #3, 2007 (Slam Doc) by A. Kirwin and D. Dinning

GRAND JURY INDICTMENT

(Smith), which payments constituted a flat fee, in violation of the terms of the contract between IATSE/Local 480 and the New Mexico Film Office, dated May 23, 2006.

A. Kirwin and Galloquema Films did not invoice TMP until October 8, 2007, after first sending the invoice to TMP on October 1, 2007 to the wrong email address.

A. Kirwin and Galloquema Films did not provide documentation to support the billing for Governor's Cup #3, 2007 (Slam Doc) which was submitted by IATSE/Local 480 invoice #87 to the State of New Mexico.

The work done on the Governor's Cup #3, 2007 (Slam Doc) by A. Kirwin and Galloquema Films was performed after the contract between the New Mexico Film Office and IATSE/Local 480 had expired on August 31, 2007, contrary to §30-16-6 and 30-1-13, NMSA 1978,

Lisa Van Allen and TMP requested an invoice from A. Kirwin and Galloquema Films by email for his work on the Governor's Cup #3, 2007, on September 30, 2007; this was requested after the invoice was submitted to the State of New Mexico by IATSE/Local 480 on June 29, 2007, and which was then paid by the State of New Mexico to IATSE/Local 480 on September 11, 2007, who then paid TMP by check on September 19, 2007, contrary to § 30-16-8.

COUNT 4:

MAKING OR PERMITTING FALSE PUBLIC VOUCHER

On or about June 29, 2007, in Santa Fe County, New Mexico, the above-named defendant did make or cause to be made a false material statement, an invoice supporting a public voucher, to wit:

By submitting to IATSE/Local 480 false and fraudulent information referring to the following projects, which then placed this information in invoice #37 which was presented for payment to the State of New Mexico:

1. E. Gabel
2. Microsoft - El Rito
3. Governor's Cup #3

and, further, this invoice was submitted prior to any of the projects referenced in numbers 1, 2 and 3 had been performed and did so with the intent that invoice #37 be relied upon for the expenditure of public money, contrary to §30-23-3 and §30-1-13, NMSA 1978.

COUNT 5: CONSPIRACY

On or about June 29, 2007, in Santa Fe County, New Mexico, the defendant, Jon Hendry, along with Elizabeth "Lisa" Van Allen, by words or acts agreed together to commit fraud and they intended to commit fraud contrary to §30-28-2 and §30-16-6, NMSA 1978.

**COUNT 6:
Conspiracy to Make or Permit a False Voucher**

On or about June 29, 2007, in Santa Fe County, New Mexico, the above-named defendant did make or cause to be made a false material statement, an invoice supporting a public voucher, to wit:

By submitting to IATSE/Local 480 false and fraudulent information referring to the following projects, which then placed this information in invoice #87 which was presented for payment to the State of New Mexico:

1. E. Gabel
2. Microsoft - El Rito
3. Governor's Cup #3

and, further, this invoice was submitted prior to any of the projects referenced in numbers 1, 2 and 3 had been performed and did so with the intent that invoice #87 be

relied upon for the expenditure of public money, contrary to §30-23-3 and §30-1-13, NMSA 1978.

**COUNT 7:
Fraud**

That on or about June 8, 2006, in Santa Fe County, New Mexico, the above-named defendant did intentionally misappropriate or take monies which had a market value of over \$500.00 but less than \$2,500.00, i.e., \$850.50, belonging to the State of New Mexico or another, by means of fraudulent contact, practices or representations, to wit:

The State of New Mexico was billed on June 8, 2006 for an Facilitation Flagman Class in Madrid, New Mexico, which in turn was approved by the director of the New Mexico Film Office, Strout who was also the contract monitor for the Professional Services Contract between IATSE/Local 480/Hendry and the State of New Mexico.

The State of New Mexico paid this invoice to IATSE/Local 480/Hendry on July 17, 2006, the amount of \$26,183.45

The check or warrant from the State of New Mexico was deposited into IATSE/Local 480/Hendry's account on July 21, 2006.

IATSE/Local 480/Hendry paid This Machine Productions \$15,000.00 by check

dated July 22, 2006, which was deposited into the TMP account on the same day.

Chris Esposet, a worker on the movie "Wild Hogs," which was filmed in Madrid, New Mexico, noticed there was a need for traffic control due to an increase in traffic congestion while filming the movie was in progress. A company called Associated Contractors of New Mexico (Hereinafter, "ACNM") was hired to teach people flagging and traffic control.

Esposet further stated that the people who were trained under the flagman class **were residents from the area and not FTTP students.**

The class was held at the Madrid Firehouse, made available by Clinton Anderson. Anderson not only attended the class but also was paid \$50.00 by TMP by check signed by Jon Hendry.

The flagman class was taught by Joe Folk on June 1, 2006. According to Folk, ACNM bills \$65.00 per student for this class. The attendance roster shows that 10 people attended the class. ACNM received a check for \$700.00 from TMP which Folk stated was broken down into \$650.00 as compensation for teaching the students and another \$50.00 to cover Folk's fuel costs (gas) to and from Madrid.

A subpoena was served on the participating FTTP schools seeking to obtain the

GRAND JURY INDICTMENT

names of all students enrolled in the FTTP program with each school. A comparison of names listed on the attendance roster with the names of all FTTP students revealed that none of the names listed on the flagman class roster were FTTP program students, contrary to §30-16-6 and 30-1-13, NMSA 1978.

Or, in the alternative to Count 7,

EMBEZZLEMENT

On or about July 22, 2006, in Santa Fe County, New Mexico, the above-named defendant did embezzle or convert to defendant's own purpose, monies which belonged to the State of New Mexico or another, and with which defendant had been entrusted, with fraudulent intent at the time of the conversation to deprive the owner of the property, to wit:

The State of New Mexico was billed on June 8, 2006 for an Facilitation Flagman Class in Madrid, New Mexico, which in turn was approved by the director of the New Mexico Film Office, Strout who was also the contract monitor for the Professional Services Contract between IATSE/Local 480/Hendry and the State of New Mexico.

The State of New Mexico paid this invoice to IATSE/Local 480/Hendry on July 17, 2006, the amount of \$26,183.45

The check or warrant from the State of New Mexico was deposited into IATSE/Local 480/Hendry's account on July 21, 2006.

IATSE/Local 480/Hendry paid This Machine Productions \$15,000.00 by check dated July 22, 2006, which was deposited into the TMP account on the same day.

Chris Esposet, a worker on the movie "Wild Hogs," which was filmed in Madrid, New Mexico, noticed there was a need for traffic control due to an increase in traffic congestion while filming the movie was in progress. A company called Associated Contractors of New Mexico (Hereinafter, "ACNM") was hired to teach people flagging and traffic control.

Esposet further stated that the people who were trained under the flagman class **were residents from the area and not FTTP students.**

The class was held at the Madrid Firehouse, made available by Clinton Anderson. Anderson not only attended the class but also was paid \$50.00 by TMP by check signed by Jon Hendry.

The flagman class was taught by Joe Folk on June 1, 2006. According to Folk, ACNM bills \$65.00 per student for this class. The attendance roster shows that 10

people attended the class. ACNM received a check for \$700.00 from TMP which Folk stated was broken down into \$650.00 as compensation for teaching the students and another \$50.00 to cover Folk's fuel costs (gas) to and from Madrid.

A subpoena was served on the participating FTTP schools seeking to obtain the names of all students enrolled in the FTTP program with each school. A comparison of names listed on the attendance roster with the names of all FTTP students revealed that none of the names listed on the flagman class roster were FTTP program students, contrary to §30-16-6 and 30-1-13, NMSA 1978.

COUNT 8: MAKING OR PERMITTING A FALSE PUBLIC VOUCHER

On or about June 6, 2006, in Santa Fe County, New Mexico, the above-named defendant did make or cause to be made a false material misstatement, an invoice supporting a public voucher, to wit:

By submitting to IATSE/Local 480/Hendry false and fraudulent information referring to the following projects which was then approved by the New Mexico Film Office and presented for payment to the State of New Mexico.

COUNT 9: CONSPIRACY TO COMMIT FALSE PUBLIC VOUCHER

GRAND JURY INDICTMENT

COUNT 10: FRAUD

On or about June 26, 2006, in Santa Fe County, New Mexico, the above-named defendant did intentionally misappropriate or take monies which had a market value of over \$500.00 but less than \$2,500.00, i.e., \$1,250.00, belonging to the State of New Mexico or another, by means of fraudulent conduct, practices or representations, to wit:

The State of New Mexico was billed on June 26, 2006 for Digifest, a.k.a. Duke City Shootout, which was approved by the director of the New Mexico Film Office, Lisa Strout, on July 27, 2006. Strout was also the contract monitor for the Professional Services Contract between IATSE/Local 480/Hendry and the State of New Mexico.

The State of New Mexico paid this invoice to IATSE/Local 480/Hendry on August 1, 2006 in the amount of \$25,862.16.

The check or warrant from the State of New Mexico was deposited into IATSE/Local 480/Hendry's account on August 2, 2006.

IATSE/Local 480/Hendry paid TMP \$25,000.00 by check dated August 4, 2006, which was deposited into the TMP account on the same day.

Cameron Goble, an intern on the Digifest, a.k.a. Duke City Shootout, who worked as a production office assistant and webmaster, was neither an instructor nor an FTTP student.

Goble was a volunteer learning office production work and worked with other volunteers who were also friends of his and non-FTTP students.

Goble reported to Vicky McWilliams, who was the unit production manager. Goble also believed he was the only person helping McWilliams.

Goble received a check from Jon Hendry, who he believed was the head of IATSE/Local 480/Hendry, for \$1,250.00 on July 27, 2006 and was told to cash the check and to then put the money into the petty cash fund at Digifest.

The invoice amount charged to the State of New Mexico for Goble's instruction violates the express terms of the Professional Services Contract entered into between IATSE/Local 480/Hendry and the State of New Mexico, contrary to §30-16-6 and 30-1-13, NMSA 1978.

COUNT 11 - FRAUD

GRAND JURY INDICTMENT

On or about June 26, 2006, in Santa Fe County, New Mexico, the above-named defendant did intentionally misappropriate or take monies which had a market value of over \$500.00 but less than \$2,500.00, i.e., \$1,250.00, belonging to the State of New Mexico or another, by means of fraudulent conduct, practices or representations, to wit:

The State of New Mexico was billed on June 26, 2006 for Digifest, a.k.a. Duke City Shootout, which was approved by the director of the New Mexico Film Office, Lisa Strout, on July 27, 2006. Strout was also the contract monitor for the Professional Services Contract between IATSE/Local 480/Hendry and the State of New Mexico.

The State of New Mexico paid this invoice to IATSE/Local 480/Hendry on August 1, 2006 in the amount of \$25,862.16.

The check or warrant from the State of New Mexico was deposited into IATSE/Local 480/Hendry's account on August 2, 2006.

IATSE/Local 480/Hendry paid TMP \$25,000.00 by check dated August 4, 2006, which was deposited into the TMP account on the same day.

Vicki McWilliams, unit production manager on the Digifest, a.k.a. Duke City Shootout, was an intern as well as a current FTTP student.

GRAND JURY INDICTMENT

McWilliams was not a mentor or instructor to anyone while associated with Digifest, a.k.a Duke City Shootout.

The invoice amount charged to the State of New Mexico for McWilliams' instruction violates the express terms of the Professional Services Contract entered into between IATSE/Local 480/Hendry and the State of New Mexico, contrary to §30-16-6 and 30-1-13, NMSA 1978.

COUNT 12: FRAUD

On or about June 26, 2006, in Santa Fe County, New Mexico, the above-named defendant did intentionally misappropriate or take monies which had a market value of over \$500.00 but less than \$2,500.00, i.e., \$1,250.00, belonging to the State of New Mexico or another, by means of fraudulent conduct, practices or representations, to wit:

The State of New Mexico was billed on June 26, 2006 for Digifest, a.k.a. Duke City Shootout, which was approved by the director of the New Mexico Film Office, Lisa Strout, on July 27, 2006. Strout was also the contract monitor for the Professional Services Contract between IATSE/Local 480/Hendry and the State of New Mexico.

The State of New Mexico paid this invoice to IATSE/Local 480/Hendry on August 1, 2006 in the amount of \$25,862.16.

The check or warrant from the State of New Mexico was deposited into IATSE/Local 480/Hendry's account on August 2, 2006.

IATSE/Local 480/Hendry paid TMP \$25,000.00 by check dated August 4, 2006, which was deposited into the TMP account on the same day.

Christina Julian worked as an ambassador for those who were brought in as judges from Los Angeles, California. It was her job to make sure the judges were taken care of, and was not involved with any technical aspect of Digifest.

Julian was not a mentor/instructor and she did not work with any FTTP students.

The invoice amount charged to the State of New Mexico for Julian's instruction violates the express terms of the Professional Services Contract entered into between IATSE/Local 480/Hendry and the State of New Mexico, contrary to §30-16-6 and 30-1-13, NMSA 1978.

COUNT 13: MAKING OR PERMITTING A FALSE VOUCHER

COUNT 14: CONSPIRACY TO COMMIT FRAUD

**COUNT 15: CONSPIRACY TO COMMIT MAKING OR PERMITTING A FALSE
PUBLIC VOUCHER**

COUNT 16: FRAUD

On or about December 15, 2006, in Santa Fe County, New Mexico, the above-named defendant did intentionally misappropriate or take monies which had a market value of over \$2,500.00 but less than \$20,000.00, i.e., \$5,315.63 belonging to the State of New Mexico or another, by means of fraudulent conduct, practices or representations, to wit:

The State of New Mexico was billed on December 15, 2006, by invoice number ⁴⁵43, for a three-day fire safety seminar which was approved by Lisa Strout, Director of the New Mexico Film Office, ^{also} (on December 15, 2006), Strout was ^{also} the contract monitor for the Professional Service Contract between IATSE/Local 480/Hendry and the State of New Mexico.

The State of New Mexico paid invoice number 45 by check to IATSE/Local 480/Hendry on January 12, 2007 in the amount of \$23,574.80.

The check or warrant from the State of New Mexico was deposited into

IATSE/Local 480/Hendry's account on January 24, 2007.

IATSE/Local 480/Hendry paid TMP \$5,000.00 by check dated January 24, 2007 signed by Hendry which was deposited into the TMP account on the same day.

The fire safety class was sponsored by the Albuquerque Fire Department and the New Mexico Film Office. Of the ninety-one (91) people listed as attending the class, only one, Anthony Chavez, was a legitimate FTTP student.

Captain Ahren Greigo of the Albuquerque Fire Department contacted Lisa Strout and Jennifer Schwalenberg to pay for the instructor and was informed that the governor's office had to approve funding.

According to the instructor, Manny Chavez, the target audience of the class were fire fighters.

Eric Witt, Chief of Staff for Governor Bill Richardson instructed Lisa Strout to pay for the class but did not tell her to pay for the class using FTTP funds.

The invoice charged to the State of New Mexico for the fire safety seminar with Manny Chavez on December 6, 7, and 8, 2006, violates the express terms of the Professional Services Contract entered into between IATSE/Local 480/Hendry and the

State of New Mexico, contrary to §30-16-6 and 30-1-13, NMSA 1978.

COUNT 17: MAKING OR PERMITTING A FALSE PUBLIC VOUCHER

COUNT 18: COINSPIRACY TO COMMIT FRAUD

**COUNT 19: CONSPIRACY TO COMMIT MAKING OR PERMITTING A FALSE
PUBLIC VOUCHER**

COUNT 20: FRAUD

On or about February 21, 2007, in Santa Fe County, New Mexico, the above-named defendant did intentionally misappropriate or take monies which had a market value of over \$2,500.00 but less than \$25,000.00, i.e., \$2,560.00, belonging to the State of New Mexico or another, by means of fraudulent contact, practices or representations, to wit:

The State of New Mexico was billed on February 21, 2007 for "John Gorman Gaffer Mentor on Telenovella 2/5/07 - 2/16/07" for \$2,560.00, which was approved by Lisa Strout, the director of the New Mexico Film Office, on March 6, 2007. Strout was also the contract monitor for the Professional Services Contract between IATSE/Local 480/Hendry on March 9, 2007, for \$7,356.83. which included a tax rate of 6.31% for \$7,356.83.

The check/warrant from the State of New Mexico was deposited into IATSE/Local 480's account on March 14, 2007, along with another deposit for a total of \$12,438.57.

IATSE/Local 480/Hendry paid TMP \$12,438.57 with a check dated March 14, 2007, signed by Jon Hendry and deposited into TMP's account on the same day.

The names of the witnesses upon whose testimony this Indictment is based are as follows:

Special Agent Richard Pickup, NM Attorney General
Tom Buckner, Financial Auditor (?)

I hereby certify that the foregoing Indictment is a _____ Bill.

APPROVED:

Patrick McNertney

Foreman

CASE INFORMATION

AG FILE#:
MET.CT.#:
LEA/RPT#:
AAG: Patrick McNertney
DOB:
SSN#:
ADD:

BOOKING/ARREST DATE:
BOOKING/ARREST#:
STN:
DEF.ATTY:

PHYSICAL DESCRIPTION OF DEFENDANT:

Height:
Weight:
Race:
Eye Color:
Hair Color:
Other: (Tattoos, scars, etc.)

Initials: trm

PENALTIES**Counts 1 - 35: 3rd Degree Felony**

4th Degree Felony: Basic sentence of 18 months but not less than 1 year nor more than 2 years imprisonment and not more than \$5,000 fine.

3rd Degree Felony: Basic sentence of 3 years but not less than 2 years nor more than 4 years imprisonment and not more than \$5,000 fine.

2nd Degree Felony: Basic sentence of 9 years but not less than 6 years nor more than 12 years imprisonment and not more than \$10,000 fine.

1st Degree Felony: Basic sentence of 18 years but not less than 12 years nor more than 24 years imprisonment and not more than \$15,000 fine.

USE OF FIREARM ALTERATION TO BASIC SENTENCE (FE): Basic sentence of imprisonment increased by 1 year for first offense in which a firearm is used and 3 years for subsequent offenses in which a firearm is used.

USE OF OLD AGE & HANDICAPPED ENHANCEMENT (OAE or HE) Basic sentence of imprisonment is increased by one (1) year, unless great bodily harm is inflicted, or a deadly weapon is used, then the basic sentence is increased by two (2) years.

Special Penalty: (Receiving or Transferring a Stolen Vehicle (Possession) only) Basic sentence of one year and/or \$5,000 fine.

Misdemeanor: Less than 1 year in the County Jail and/or not more than \$1,000 fine.

PETTY MISDEMEANOR: Not more than 6 months in the County Jail and/or not more than \$500 fine. **Misdemeanor:** Not more than 6 months in the County Jail and/or not more than \$500 fine.

Penalty for Driving While Under the Influence, Felony Offense:

(4th Offense): A 4th degree, basic sentence of 18 months and not more than \$5,000 fine, including a mandatory jail term of not less than 6 months.

(5th Offense): A 4th degree, basic sentence of 2 years and not more than \$5,000 fine, including a mandatory jail term of not less than one year.

(6th Offense): A 3rd degree, basic sentence of 30 month, and not more than \$5,000 fine, including a mandatory jail term of not less than 18 months.

(7th or subsequent): A third degree, basic sentence of 3 years and not more than \$5,000 fine, including a mandatory jail term of two years.

Penalty for Driving While Under the Influence - Misdemeanor: If 1st Offense, basic sentence is maximum 90 days jail and \$500 fine, and if aggravated an additional 48 hours jail time; if 2nd Offense, basic sentence is mandatory 72 hours in jail and \$500 fine to maximum of 364 days and \$1,000 fine, and if aggravated an additional 96 hours jail time; if 3rd Offense, basic sentence is a mandatory 30 days in jail and \$750 fine to maximum of 364 days and \$1,000 fine, and if aggravated an additional mandatory 60 days jail time.

Penalty for Driving While License Suspended or Revoked: A Misdemeanor, a basic sentence of 364, mandatory 7 days and fine up to \$1,000 (non-DWI related suspension/revocation); or not less than 7 consecutive days imprisonment and mandatory fine not less than \$300 nor more than \$1,000 (DWI revocation).

Penalty for Reckless Driving: Upon first conviction, basic sentence of five days to ninety days imprisonment, and/or \$25 to \$100 fine. Upon a second or subsequent conviction, basic sentence of ten days to six months imprisonment, and/or \$50 to \$1,000 fine.

Penalty for Traffic Code Misdemeanor: fine of not more than \$300 or imprisonment for not more than 90 days or both.

Penalty Assessment Misdemeanor: See Schedule in Traffic Code, Section 66-8-116.

2nd Degree Felony Resulting in the Death of a Human Being: Basic sentence of 15 years but not less than 10 years nor more than 20 years imprisonment and not more than \$12,500 fine.

3rd Degree Felony Resulting in the Death of a Human Being: Basic sentence of 6 years but not less than 4 years nor more than 8 years imprisonment and not more than \$15,000 fine.

OPEN CHARGE OF MURDER

Penalty for FIRST DEGREE MURDER (Willful and Deliberate) or (Depraved Mind)

CAPITAL FELONY: Death or Life Imprisonment

SECOND DEGREE MURDER: Basic sentence of 15 years but not less than 10 years nor more than 20 years imprisonment and not more than \$12,500 fine.

VOLUNTARY MANSLAUGHTER: Basic sentence of 6 years but not less than 4 years nor more than 8 years imprisonment and not more than \$15,000 fine.

INVOLUNTARY MANSLAUGHTER: 4th Degree Felony: Basic sentence of 18 months but not less than 1 year nor more than 2 years imprisonment and not more than \$5,000 fine.

Penalty for FIRST DEGREE MURDER (Felony Murder):

CAPITAL FELONY: Death or Life Imprisonment

GRAND JURY INDICTMENT PRESENTMENT FORM

AG#:

STATE OF NEW MEXICO,
Plaintiff,

vs.

JON HENDRY,
Defendant.

CRIMES CHARGED

REQUEST FOR CONDITIONS OF RELEASE

☐ Target Not Represented
☐ Target Represented by ☐ Public Defender ☐ Private Atty: _____

Any

Specific Request by Target's Atty:

☐ The Target has not been previously arrested on these charges.

☐ The Target has been previously arrested on these charges, on
(date). ☐ Notice Requested

☐ Warrant Requested:

Reason Warrant Requested:

☐ Transient ☐ Target Letter Returned

☐ Target in Custody on This or Other Case

☐ Target Has _____ Prior Felony Convictions.

☐ Target Has _____ Other Pending Felony Cases

☐ Other Justification for Request:

Amount of Bond: \$ _____ ☐ Cash/Surety ☐ Cash Only

☐ Continue ☐ Metro ☐ District Court Bond, Set in Amount of \$

☐ Increase Bond To \$

☐ No Previous Bond

If Target Has Posted Bond And An Increase Is Requested, Give Justification:

Extradition Category: Extradite from:

☐ 1. Anywhere

☐ 3. TX., CO., AZ., OR CA., Only

☐ 2. Continental U.S., Only

☐ 4. Within NM Only

Patrick McNertney, Assistant Attorney General

If defendant has no address or target
letter has been returned, ask Court to issue
a Bench Warrant with a reasonable bond.

[] MAY POST 10%
[] PROPERTY ALLOWED

ADDITIONAL CONDITIONS THE DEFENDANT MUST MEET IF RELEASED FROM CUSTODY:

- _____ Not leave Bernalillo County without Court permission.
- _____ List full correct address, phone numbers and date of birth on the Conditions of Release form.
- _____ Keep attorney informed of Defendant's whereabouts and report any changes in home or work address.
- _____ Report in person once a week to the office of attorney, who will immediately report to the Court any failure of the Defendant to make such weekly contact.
- _____ OTHER (specify)

[] IN JAIL

CATEGORY 1 2 3 4

DISTRICT JUDGE

SECOND JUDICIAL DISTRICT COURT
COUNTY OF BERNALILLO
STATE OF NEW MEXICO

STATE OF NEW MEXICO,

Plaintiff,

vs.

No. CR _____

JON HENDRY,

Defendant,

Address,

AG#:

DOB:

Height:

Race:

Hair:

MET#:

BKG/ARR DATE:

OFF.#:

SSN:

Weight:

Eye:

Other:

BKG/ARR#:

STN:

BENCH WARRANT

THE STATE OF NEW MEXICO: TO ANY OFFICER AUTHORIZED TO EXECUTE THIS
WARRANT

YOU ARE HEREBY COMMANDED TO ARREST and bring him forthwith before this
Court to answer the following:

GRAND JURY INDICTMENT FILED ON _____ ON CHARGE(S):

BOND: _____ CASH ONLY[] CASH/CORPORATE []
SURETY[]
10%[] PROPERTY[]
[] TO BE HELD WITHOUT BOND

WE WILL EXTRADITE: CATEGORY 1 2 3 4

ATTORNEY GENERAL:

GARY K. KING
Copies to: Court AG NCIC MDC PROBATION

DISTRICT JUDGE